

PAYMENT WAIVER FORM



**KENTUCKY
DEPARTMENT
FOR
ENVIRONMENTAL
PROTECTION**

Mail completed form to:
**DIVISION OF WASTE MANAGEMENT
 UNDERGROUND STORAGE TANK BRANCH
 200 FAIR OAKS, SECOND FLOOR
 FRANKFORT, KENTUCKY 40601
 (502) 564-5981
<http://waste.ky.gov/ust>**

FOR STATE USE ONLY

THIS WAIVER OF RIGHT TO PAYMENT (the "WAIVER") IS MADE EFFECTIVE THIS _____ DAY OF _____, _____ BY _____ (Name of Declarant; the "DECLARANT"). DECLARANT, BEING FIRST DULY SWORN, STATE, UNDER PENALTY OF LAW, AS FOLLOWS:

1. Declarant is a vendor or subcontractor who has performed work or supplied materials related to corrective action at the facility listed below:

COUNTY:

FACILITY NAME:

CITY:

AGENCY INTEREST #:

2. Declarant has submitted to _____ (Person with whom the Declarant is under contract with; the "Contractor") invoices for work performed, or materials supplied, for or to the Contractor, related to corrective action at the Facility. These invoice numbers and invoice amounts are as follows:

<u># OF INVOICES</u>	<u>INVOICE #</u>	<u>INVOICE AMOUNT</u>
(1)	# _____	\$ _____
(2)	# _____	\$ _____
(3)	# _____	\$ _____
(4)	# _____	\$ _____
(5)	# _____	\$ _____
(6)	# _____	\$ _____
(7)	# _____	\$ _____
(8)	# _____	\$ _____
(9)	# _____	\$ _____
(10)	# _____	\$ _____
(11)	# _____	\$ _____
(12)	# _____	\$ _____
(13)	# _____	\$ _____
(14)	# _____	\$ _____

(Attach additional sheets, if necessary)

All, or any one or more, of the invoices listed above or on additional sheets attached hereto are hereinafter referred to as "the Invoices."

3. Notwithstanding any legal rights or remedies that Declarant may otherwise have, Declarant hereby waives, for itself and for its heirs, successors; and assigns its right to full payment of the Invoices before a person files a claim for reimbursement with the cabinet, where the Invoices form a basis for at least part of that claim for reimbursement.

4. Notwithstanding any legal rights or remedies that Declarant may otherwise have, Declarant hereby declares, for itself and for its heirs, successors; and assigns its sole legal recourse for non-payment of the Invoices shall be to proceed against the Contractor. Declarant hereby waives forever any rights it may have to take legal action of any kind against the cabinet, or against any person other than the Contractor, for non-payment of the Invoices.

5. Declarant hereby releases and discharges any and all liens it has filed, or will file, under KRS Chapter 376 for work performed or materials provided that are the subject of the Invoices. In the event any further documents are necessary to effectuate the complete release and discharge of such liens, or to clear the title of the real property upon which such liens have been filed, Declarant agrees to execute and return all such further documents within thirty (30) days after a written request made to Declarant by the cabinet to do so.

IN WITNESS WHEREOF, Declarant has made and executed this Waiver as of the date first written above.

PRINTED NAME OF DECLARANT (Or Authorized Representative):

TITLE:

SIGNATURE OF DECLARANT (Or Authorized Representative):

DATE:

DECLARANT'S MAILING ADDRESS:

CITY:

STATE:

ZIP CODE:

DECLARANT'S TELEPHONE NUMBER:

AUTHORIZED REPRESENTATIVE'S TELEPHONE NUMBER:

Subscribed and sworn to before me by: _____

This the: ____ day of: _____, _____

Notary Public _____

Commission State at Large: _____ OR County: _____

My commission expires: ____ / ____ / _____

SEAL OPTIONAL

If you have questions on how to fill out this form or to request a review of the facility records, please contact the USTB at (502) 564-5981 or visit our website at <http://waste.ky.gov/ust>.

****RETAIN A COPY OF THIS FORM FOR YOUR RECORDS****